

**BOARD RESOLUTION
AUTHORIZING BOARD TO DECLARE
EXCESS PROPERTY IN HIGHLAND, LINDON,
AND PLEASANT GROVE, UTAH**

WHEREAS, it is deemed desirable and in the best interests of the Alpine School District that the following action be taken by the ASD Board of Education, pursuant to this Resolution,

NOW THEREFORE BE IT RESOLVED that, pursuant to applicable law, the Board of Education of the Alpine School District, hereby consent to, approve and adopt the following:

**A RESOLUTION AUTHORIZING ASD BOARD OF EDUCATION
TO DECLARE THE FOLLOWING PROPERTY AS ACCESS:
ATEC BUILDING, LINDON
PECK PROPERTY, HIGHLAND
SCHOW/NICKEL PROPERTY, PLEASANT GROVE**

Board President

Date



Rob Smith_bussrv <rwsmith@alpinedistrict.org>

Property Disposal

1 message

Nathan Crane <NCrane@highlandcity.org>
To: Rob Smith_bussrv <rwsmith@alpinedistrict.org>

Wed, Nov 11, 2015 at 8:02 AM

Rob:

Thank you for notifying us of the future disposal of property owned by the Alpine School District located north of the northwest corner of 6800 West and 9600 North. The City does not have need for the property.

Please let me know if you have any questions or need additional information.

Nathan Crane
City Administrator

**BOARD RESOLUTION
AUTHORIZING THE APPROVAL OF A BOUNDARY LINE
AGREEMENT BETWEEN ALPINE SCHOOL DISTRICT
AND ADJACENT PROPERTY OWNERS**

WHEREAS, it is deemed desirable and in the best interests of the Alpine School District that the following action be taken by the ASD Board of Education, pursuant to this Resolution,

NOW THEREFORE BE IT RESOLVED that, pursuant to applicable law, the Board of Education of the Alpine School District, hereby consent to, approve and adopt the following:

**AN AGREEMENT MADE BETWEEN ALPINE SCHOOL DISTRICT
AND ADJACENT PROPERTY OWNERS TO ASPEN ELEMENTARY
ADOPTING THE ESTABLISHED FENCE LINE WHICH NOW EXISTS
AS THE PHYSICAL BOUNDARY AND DIVISION OF PROPERTY FOR
ASPEN ELEMENTARY.**

Board President

Date

When recorded mail to:

BOUNDARY LINE AGREEMENT (FENCE LINE)

AGREEMENT, made and entered into this _____ day of **November, 2015**, by and between **Board of Education of Alpine School District, a Body Corporate**, hereinafter referred to as **(Alpine)**; and **Gary Daniel Peay and O'Leah Ann G. Peay, Trustees of the Gary Daniel Peay and O'Leah Ann G. Peay Family Trust**, hereinafter referred to as **(Peay)**, **Kay M. Zabriskie and Erma Zabriskie as Co-Trustees of "The K.M. ZABRISKIE 1988 Trust"** dated **August 16, 1988** hereinafter referred to as **(Zabriskie)**, **Ballard E. Pead and Leahmary Pead, Trustees of The Pead Family Trust U/A/D May 13, 1993** hereinafter referred to as **(Pead)**, and **Clyde Properties, LLC, a Utah limited liability company**, hereinafter referred to as **(Clyde)** for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by said parties, which boundary line is now uncertain because of discrepancies between the established survey and fence line and the record title.

WHEREAS, **Board of Education of Alpine School District, a Body Corporate**, are/is in possession of a parcel of land which the fence line has been surveyed by a registered land surveyor and a segment of said fence line is described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

WHEREAS, **(Peay, Zabriskie, Pead, and Clyde)** are/is in possession of certain parcels of land adjoining the parcel above described and lying immediately adjacent to the survey and fence line of the same, and

WHEREAS, the hereinabove described existing survey and fence line separates the parcels of land and constitutes a physical boundary and division line between the same that has long been recognized by the parties hereto and their predecessors in title as the boundary and division line between their said parcels of land.

THE PARTIES AGREE THAT the established fence line as the same now exists shall constitute the boundary and division line between the said parcel of land in the possession of the parties hereto. Each of the said parties hereby recognizes and agrees that the other party is the legal owner up to said fence line of the respective parcel of land in such party's possession, and the parties further agree that these stipulations shall apply to and be binding upon them, their heirs, personal representative(s) and assigns,

PURSUANT to the foregoing stipulations and for value received, the receipt of which is acknowledged, **Board of Education of Alpine School District, a Body Corporate**, does hereby remise, release and forever quit claim to **Gary Daniel Peay and O'Leah Ann G. Peay, Trustees, or their successors in trust, of the Gary Daniel Peay and O'Leah Ann G. Peay Family Trust; and Kay M. Zabriskie and Erma Zabriskie as Co-Trustees of "The K. M. ZABRISKIE 1988 TRUST" dated August 16, 1988; and Ballard E. Pead and Leahmary Pead, Trustees of The Pead Family Trust U/A/D May 13, 1993; and Clyde Properties, LLC, a Utah limited liability company**, as his/her/their interests appear herein, any and all right, title and interest which they may have in and to all lands in the possession of **(Peay, Zabriskie, Pead and Clyde)**, adjoining and adjacent to said fence lines; and, for value received, the receipt of which is hereby acknowledged, and **Gary Daniel Peay and O'Leah Ann G. Peay, Trustees of the Gary Daniel Peay and O'Leah Ann G. Peay Family Trust; and Kay M. Zabriskie and Erma Zabriskie as Co-Trustees of "The K. M. ZABRISKIE 1988 TRUST" dated August 16, 1988; and Ballard E. Pead and Leahmary Pead, Trustees of The Pead Family Trust U/A/D May 13, 1993; and Clyde Properties, LLC, a Utah limited liability company** does hereby remise, release and forever quit claim to **Board of Education of Alpine School District, a Body Corporate**, as his/her/their interest appear herein, any and all right, title, and interest which **(Peay, Zabriskie, Pead and Clyde)** may have in and to all the lands in the possession of **(Alpine)**, lying within the boundaries of the aforescribed fence line, survey, being the parcel of land in possession of **(Alpine)**, hereinabove described.

IN WITNESS WHEREOF, the Party(ies) have hereunto signed their names to this Agreement the day and year first written.

**Board of Education of Alpine
School District, a Body Corporate**

Business Administrator

State of Utah)
)ss
County of Utah)

On the ____ day of November, 2015, personally appeared before me _____ who being duly sworn, did say the he/she is the **Business Administrator of the Board of Education of Alpine School District, a Body Corporate**, and that the foregoing instrument was signed on behalf by authority of said Board.

Notary Public

Gary Daniel Peay and O'Leah Ann G. Peay Family Trust

Gary Daniel Peay, Trustee

O'Leah Ann G. Peay, Trustee

State of Utah)
 :ss
County of Utah)

On the ____ day of November, 2015, personally appeared before me Gary Daniel Peay and O'Leah Ann G. Peay, Trustees of the Gary Daniel Peay and O'Leah Ann G. Peay Family Trust, signer(s) of the within instrument who duly acknowledged to me that he/she/they executed the same.

Notary Public

The K. M. Zabriskie 1988 Trust

Kay M. Zabriskie, Trustee

Erma Zabriskie, Trustee

State of Utah)
 :ss
County of Utah)

On the ____ day of November, 2015, personally appeared before me Kay M. Zabriskie and Erma Zabriskie, Trustees of The K. M. Zabriskie 1988 Trust dated August 16, 1988 signer(s) of the within instrument who duly acknowledged to me that he/she/they executed the same.

Notary Public

The Pead Family Trust

Ballard E. Pead, Trustee

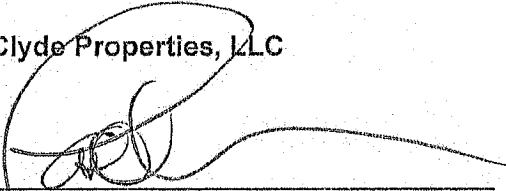
Leahmary Pead, Trustee

Sate of Utah)
)ss
County of Utah)

On the ____ day of November, 2015, personally appeared before me Ballard E. Pead and Leahmary Pead, Trustees of The Pead Family Trust U/A/D May 13, 1993, signers of the within instrument who duly acknowledged to me that he/she/they executed the same.

Notary Public

Clyde Properties, LLC



By: Paul V. Washburn, manager

On the 13 day of November, 2015, personally appeared before me Paul V. Washburn, manager of Clyde Properties, LLC, a Utah limited liability company, signers of the within instrument who duly acknowledged to me that he/she/they executed the same.



Notary Public

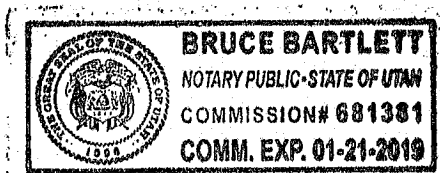


Exhibit "A"

Property Description

Orem, Utah

10-05-2015

Fence line description with Alpine School District

Commencing at the Southwest corner of Lot 7, Plat "A", Aspen View Subdivision, said point being located South 00°40'21" East along the Section line 656.82 feet and West 659.69 feet from the Northeast corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°32'00" West along the extension of Plat "A", Aspen View Subdivision 7.74 feet to an existing fence; thence South 00°50'03" East along an existing chain link fence line 419.83 feet; thence South 00°30'49" East along said existing chain link fence line 230.69 feet more or less to the Northerly boundary line of Plat "E", Rancho Estates Subdivision, said point being located South 00°40'21" East along the Section line 1307.39 feet and West 666.88 feet from the Northeast corner of said Section 4,

SURVEYOR'S CERTIFICATE

WE, Dudley and Associates of Orem, Utah, do hereby certify that we are Professional Land Surveyors and hold Utah State Certificates, prescribed by the laws of the State of Utah, and that we have made a survey of the above described property.

We further certify that the attached plat correctly shows the true dimensions of the property surveyed.